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RECORDATION NO. 21172 FILED
JAN 22 '98 11-44 AM

Richard T. Anderson, Jr.
(Oregon and Washington Bars)
Miles D. Monson
(Oregon and Minnesota Bars)

January 15, 1998

Lisa A. Dawes
(Legal Assistant)

VIA FEDERAL EXPRESS

Surface Transportation Board
Attn: Recording Department
1925 "K" Street NW
Room 715
Washington, DC 20423

Re: Request for Recordation
Our File No. 176-003

JAN 22 11 44 AM '98
RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Madam:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a Security Agreement, a primary document dated January 15, 1998.

The names and addresses of the parties to the document are as follows:

Secured Party:	Bob Steele and Associates, Inc. 8151 SW Newbury Court Beaverton, OR 97007
Debtor:	Mt. Hood Railroad Company 110 Railroad Avenue Hood River, OR 97031

A description of the equipment covered by the document is:

LOCOMOTIVES AND RAILCARS

Alco 1500 HP Locomotive #701
Alco 1500 HP Locomotive #702
Lounge Car "Banks" #RS02

RICHARD ANDERSON LAW OFFICE, P.C.

Surface Transportation Board
January 15, 1998
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Dinner Car "Portland" #RS03
Kitchen Car "Hillsboro" #RS01
Dinner Car "Beaverton" #RS04

A fee of \$24.00 is enclosed. Please return the original and any extra copies not needed by the Service Transportation Board for recordation to:

Richard T. Anderson, Jr.
Richard Anderson Law Office, P.C.
10700 SW Beaverton-Hillsdale Hwy., Suite 460
Beaverton, OR 97005

A short summary of the document to appear in the index follows:

Security Agreement between Bob Steele and Associates, Inc., an Oregon corporation, 8151 SW Newbury Court, Beaverton, OR 97007, as Secured Party and Mt. Hood Railroad Company, an Oregon corporation, 110 Railroad Avenue, Hood River, OR 97031, as Debtor, dated January 15, 1998, and covering the following railcars and locomotives:

Alco 1500 HP Locomotive #701
Alco 1500 HP Locomotive #702
Lounge Car "Banks" #RS02
Dinner Car "Portland" #RS03
Kitchen Car "Hillsboro" #RS01
Dinner Car "Beaverton" #RS04

If you have any questions with regard to this recording, please give me a call. It is imperative that it be recorded immediately so that the interests of Bob Steele and Associates, Inc. can be properly perfected pursuant to law. The Security Agreement has been acknowledged as authorized by the State of Oregon for the Acknowledgment of Deeds of Land as required by the Code of Federal Regulations. Thank you.

Very truly yours,

RICHARD ANDERSON LAW OFFICE, P.C.



Richard T. Anderson, Jr.

RTA:pbb
Enclosure

cc: Bob Steele & Associates, Inc.
(clients/176/003/surface.ltr)

SECURITY AGREEMENT
(Railroad Cars and Equipment and Personal Property) Jan 22 11 44 AM '98

PARTIES:

MT. HOOD RAILROAD COMPANY, an Oregon corporation (Debtor)

Address: 110 Railroad Avenue
Hood River, OR 97031

RECORDATION NO. 21172 FILED

JAN 22 '98

11-44 AM

BOB STEELE AND ASSOCIATES, INC., an Oregon corporation (Secured Party)

Address: 8151 SW Newbury Court
Beaverton, OR 97007

DATED: January 15, 1998

AGREEMENTS:

1. OBLIGATIONS SECURED. The obligations secured hereby are:

a. The indebtedness evidenced by a certain negotiable promissory note dated January 15, 1998 in the face amount of THREE HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$315,000.00) together with interest, costs and attorney fees as stated therein, wherein Debtor is the maker and Secured Party is the payee ("First Note").

b. The indebtedness evidenced by a certain negotiable promissory note dated January 15, 1998 in the face amount of TWENTY TWO THOUSAND DOLLARS AND NO CENTS (\$22,000.00) together with interest, costs and attorney fees as stated therein, wherein Debtor is the maker and Secured Party is the payee ("Second Note").

c. All expenses incurred or paid by Secured Party in conserving and protecting the collateral which is the subject of this agreement, including, but not limited to, reasonable attorney's fees and other legal expenses incurred in connection with retaking, holding, preparing for sale, and selling such collateral.

d. Reasonable attorney's fees and other expenses incurred in any legal proceeding, in the trial court or on appeal, brought to enforce or to collect any obligation secured by this agreement, or to enforce any term or provision hereof, including any legal proceeding brought to foreclose or otherwise realize upon the collateral which is subject of this agreement; and whether such attorney fees and expenses are incurred in state court, federal court and bankruptcy court.

e. Any tax, lien or insurance premium paid by Secured Party which is the obligation of Debtor under the terms of this agreement, or any other payment made by Secured

Party as an expense for the purpose of preserving or protecting Secured Party's interest in any collateral which is the subject of the agreement.

2. GRANT OF SECURITY INTEREST. Debtor hereby grants to Secured Party:

a. A purchase money security interest in the following described property to secure the First Note and all allowable interest, costs, expenses and attorney fees: The Locomotives, Railcars and Miscellaneous Parts and Equipment as described on the attached Exhibit A; and all proceeds thereof; and all accessions, replacements and additions thereto (collectively referred to as "Collateral") which purchase money security interest shall be a first priority lien against the Collateral; and

b. A nonpurchase money security interest in the Collateral to secure the Second Note and all allowable interest, costs, expenses and attorney fees which nonpurchase money security interest shall be a second priority lien against the Collateral.

3. WARRANTY OF TITLE. Debtor represents and warrants that Debtor is the sole owner of the Collateral and that no lien or encumbrance against the Collateral is, or shall be, senior to the obligations secured by this agreement. Debtor will defend the liens of Secured Party against all claims and demands of all persons.

4. ACCELERATION. If the Debtor fails to perform any obligation of Debtor under this agreement, the Note, or the Second Note, then all unpaid balances owing to Secured Party by Debtor shall be immediately due and payable and Secured Party may exercise any and all remedies allowed by this agreement, the Note, the Second Note, or as may otherwise be allowed by law.

5. DISPOSITION. Debtor shall not sell, transfer, lease or otherwise dispose of any Locomotive or Railcar which is part of the Collateral unless Secured Party is paid in full all sums secured by the Collateral.

6. MAINTENANCE, TAXES AND ENCUMBRANCES. Debtor shall maintain the locomotives and railcars which are part of the Collateral in good condition and repair and shall preserve the same against waste, loss or damage. Debtor shall pay when due all taxes, fees or assessments imposed upon or with respect to the Collateral.

7. INSURANCE. The Debtor will at all times, so long as any sums are owing to Secured Party, at its own expense, cause to be carried and maintained insurance sufficient to cover property damage for the Collateral in the sum of not less than \$350,000. The Secured Party shall be named as an additional insured on said insurance policies. The Debtor shall continuously, so long as sums remain unpaid to Secured Party, provide the Secured Party with certificates evidencing the aforesaid insurance.

8. USE OF COLLATERAL. Debtor represents and warrants that the Collateral is used or purchased primarily for business purposes. Debtor shall not use or permit the use of the

Collateral in violation of any law, statute, ordinance or regulation. Debtor shall not remove the locomotives and railcars which are part of the Collateral from the State of Oregon without the written consent of Seller, which consent shall not be unreasonably withheld.

9. PAYMENTS BY SECURED PARTY. If Debtor fails to insure the Collateral as above provided, or fails to pay any premium for such insurance, or fails to pay any tax, fee, lease payment or assessment imposed upon or with respect to the Collateral, or fails to pay any debt or obligation giving rise to any lien or encumbrance upon the Collateral, Secured Party may pay the same, and upon such payment the amount paid shall become a part of the indebtedness owed by Debtor to Secured Party. Upon any such payment by Secured Party, the indebtedness of Debtor to Secured Party thereby created shall bear interest from the date of payment at the rate of one and one-half percent (1 1/2%) per month, but in no event exceeding the highest lawful rate. All such indebtedness and the interest accrued thereon shall be payable upon demand and shall be secured hereby. The payment of any sums by Secured Party pursuant to this paragraph shall not otherwise affect the Debtor's default arising from the Debtor's failure to make the required payment.

10. PROCEEDS. The security interest in the Collateral shall attach to insurance proceeds of the Collateral, or the sale proceeds of any Collateral, including, but not limited to, cash, checks, monies on deposit in any bank or banks, and accounts receivable, and to the proceeds of any other disposition of the Collateral or any part thereof to the full extent provided and permitted by law. This provision shall not be construed as a waiver of any restriction contained herein against alienating or encumbering the Collateral and unless specifically released in a writing signed by Secured Party, the security interest of Secured Party in the Collateral shall continue in the Collateral notwithstanding any disposition of the Collateral by Debtor.

11. NOTICES. Any notice required or permitted to be given to Debtor under this agreement or under the Uniform Commercial Code shall be deemed given if such notice is mailed with postage prepaid to the address of Debtor shown on page 1 of this agreement, or to such other address as Debtor may designate to Secured Party in writing prior to the time of the giving of such notice. A notice of sale or other disposition of the Collateral upon default shall be reasonable if given thirty (30) days before the time of sale or disposition.

12. DEFAULT. Time is of the essence of this agreement. The following shall be events of default under the terms of this agreement:

- a. Default in the payment or performance of the First Note and/or the Second Note.
- b. Failure of the Debtor to keep, observe or perform any provision of this agreement.
- c. Loss or substantial destruction of or substantial damage to the locomotives and railcars which are part of the Collateral.
- d. If any proceeding is instituted by or against Debtor under any bankruptcy

or insolvency law or dissolution, receivership, liquidation proceeding or assignment for the benefit of creditors.

e. The sale or transfer or other disposition of any locomotive or railcar which is part of the Collateral.

13. **REMEDIES.** Upon default Secured Party shall have, in addition to all of the rights of remedies available at law and equity, the remedies of Secured Party under the Uniform Commercial Code of Oregon. All rights and remedies are cumulative. Remedies include, but are not limited to:

a. Secured Party shall be entitled to immediate possession of the Collateral.

b. Regardless where the Collateral may be located, Secured Party may require the Debtor to assemble the Collateral in one or more locations, and make such Collateral available to Secured Party.

c. Secured Party shall have the right to have a receiver appointed to take possession of any or all of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, to collect all the rents and revenues from the Collateral and apply the proceeds, over and above the costs of the receivership, against the obligations secured by this agreement. Secured Party's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the obligations secured by a substantial amount. Employment by Secured Party shall not disqualify a person from serving as a receiver.

d. Any other right or remedy provided in this agreement.

e. All other remedies allowed at law or in equity.

14. **LEGAL EXPENSE.** If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, or for the purpose of collecting any obligation secured hereby, Secured Party shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, Secured Party shall be entitled to recover reasonable attorney's fees and legal expenses incurred by Secured Party in connection with retaking, holding, preparing for sale and selling the Collateral.

15. **MARSHALING.** Secured Party shall not be required to marshal security and may proceed to foreclose or otherwise realize upon security in such order and in such manner as Secured Party may determine in Secured Party's sole discretion.

16. **WAIVER.** No waiver by Secured Party of any default in any of the terms, conditions or provisions of this agreement, or of any obligation secured hereby, shall operate as a

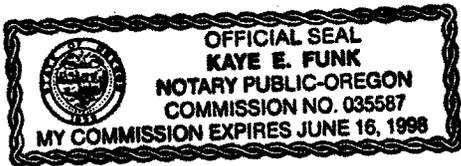
21. WARRANTY OF AUTHORITY. The person or persons executing and delivering this agreement on behalf of Debtor represents and warrants that such person is duly authorized to do so and that the execution and delivery of this agreement is the lawful and voluntary act of Debtor.

DEBTOR:
MT. HOOD RAILROAD COMPANY

By: [Signature]
Title: Authorized Director
Date: 1-15-98

STATE OF OREGON)
) ss.
County of Multnomah)

On this 15 day of January, 1998, personally appeared before me John A. Mills, the Authorized Director of Mt. Hood Railroad Company, who acknowledged the foregoing instrument to be his/her voluntary act and deed on behalf of said corporation.

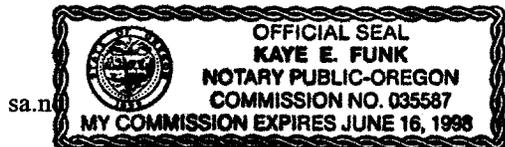


[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-16-98

SECURED PARTY:
BOB STEELE AND ASSOCIATES, INC.
By: [Signature]
Title: Pres
Date: 1-15-98

STATE OF OREGON)
) ss.
County of Multnomah)

On this 15 day of January, 1998, personally appeared before me Robert L. Steele, the President of Bob Steele and Associates, Inc., who acknowledged the foregoing instrument to be his voluntary act and deed on behalf of said corporation.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-16-98

EXHIBIT A
(Collateral Listing)

LOCOMOTIVES AND RAILCARS

Alco 1500 HP Locomotive #701
Alco 1500 HP Locomotive #702
Lounge Car "Banks" #RS02
Dinner Car "Portland" #RS03
Kitchen Car "Hillsboro" #RS01
Dinner Car "Beaverton" #RS04

PARTS AND MISCELLANEOUS EQUIPMENT

Railroad car and engine parts and other equipment, including but not limited to:

4 Wheel Sets

2 Traction Motors

1 Electrical Control Panel

1 Parts Trailer with miscellaneous parts in parts bins, including bearings, brush sets, brake arms, air control valves, air compressor, gaskets, head sets, sander parts, breakers, contactors, brake shoes, bolts, and other miscellaneous parts.

MISCELLANEOUS ITEMS IN DINNER TRAIN INVENTORY

Miscellaneous equipment and inventory more fully described on the following pages of this exhibit; and

PROCEEDS, ACCESSIONS AND REPLACEMENTS

and all proceeds, accessions, replacements and additions to the above referenced Locomotives and Railcars and Parts and Miscellaneous Equipment and Miscellaneous Items in Dinner Train Inventory (collectively referred to as "Collateral")

clients\175\003\property.ex.2

EXHIBIT ^A
PAGE 1 OF 12

Dinner Train Inventory

Miscellaneous Items

1	PACKAGE SEAT SANITIZERS
2	CLEANING BRUSHES
1	VACUUM
1	CASE GARBAGE BAGS
1	BOX SMALL GLOVES
1	BOX LARGE GLOVES
12	COMPACT DISKS
2	VIDEO TAPES
20	LASER DISKS
1	LINT ROLLER
1	WICKER BASKET WITH HANDLES
26	BILL BOOKS
5	RECHARGEABLE FLASHLIGHTS
52	BEER AND WINE LIST
62	ESPRESSO ADVERTISEMENTS
80	VASES
51	ARTIFICIAL FLOWERS
2	TICKET BOOKS
15	TICKET TRAYS
4	BOXES SMALL CANDLES
2	LARGE CANDLES
9	GARBAGE CANS
3	FOLDING TRAY HOLDERS
4	FANS
9	SOAP DISPENSERS
6	PAPER TOWEL DISPENSERS
1	TV
2	RECHARGEABLE BATTERIES
2	LANTERN BATTERIES
1	SMALL BROOM
2	DUST PAN
3	STEREO RECEIVER
1	LASER DISC PLAYER
1	DIGITAL MULTIMETER OPERATIONS MANUAL
8	RESERVED SIGNS
6	LIQUOR ORDER PADS
6	BOX TOOTHPICKS

3	BOARDING PASS SIGNS
8	SPIRIT OF OREGON COMMERCIALS
4	BIG DINNER TRAIN SIGNS
7	SMALL DINNER TRAIN SIGNS
1	WALL DECORATIVE HAT
10	REGISTER TAPES
4	SMALL GRATED HOLDING RACKS
3	FLORAL ARRANGEMENTS
1	DIVIDED WICKER BASKET
1	DRIED FLOWER ARRANGEMENT
1	EMERGENCY KIT (SAW, CROWBAR, HATCHET)
2	FIRE EXTINGUISHER
2	SANITIZING BUCKETS
1	DUSTING TOOL
1	WALL TISSUE DISPENSER
1	RED COOLER
1	RAIN COAT
	VACUUM BAGS
1	BLACK ROBE
2	WHITE SHIRT
1	LAUNDRY BAGS
4	FIRST AID KITS
2	WICKER BASKETS
1	BURN KIT
2	STEP STOOL
1	TALL ROTATING STOOL
1	CLOCK
1	RADIO
1	CALCULATOR
7	RUBBER FLOOR MATS
1	CASH REGISTER
8	QUARTS BLEACH
5	MOP-N-GLO
1	SQUEEGEE
3	SOS PADS
1	CASE COFFEE FILTERS
1	STUFFED FISH ON WALL
1	DIGITAL THERMOMETER
1	CD PLAYER
1	SCALE

7? Hand Held Radios

1 CASH Register

STORAGE SUPPLIES

3 SEPARATED SILVERWARE HOLDER
21 LARGE CRATES
8 SMALL CRATES
4 LARGE PLASTIC GLASS HOLDER
5 PLASTIC CUP HOLDER
4 PLASTIC TUBS
2 WINE RACK
7 TUPPERWARE 16.3 QUART
5 TUPPERWARE 8 QUART
1 SMALL PLASTIC TUB
2 STORAGE CONTAINERS 4 QUART
2 CLEANER BUCKETS 1 QUART
7 STORAGE TUBS 12 QUART
3 CLEAR COFFEE CONTAINERS 2 QUART
1 WHITE COFFEE CONTAINER 4 QUART
4 GREY STORAGE CONTAINERS
3 GREEN STORAGE CONTAINERS 8 QUART
1 TEA HOLDER
2 CLEAR STORAGE CONTAINERS 10 OUNCE
6 SMALL PLASTIC BUCKETS
1 LARGE PLASTIC BUCKET
1 GREY CRATE WITH LIDS
1 GREY STORAGE TUB
3 SLOTTED SILVERWARE HOLDERS
5 WHITE STORAGE TUBS
3 WHITE PITCHERS
8 SQUIRT STORAGE CONTAINERS

DISHES

17	WINE CHILLERS
61	SMALL CREAM POURERS
97	WINE GLASSES
20	LITTLE WATER HEATERS
256	GOBLETS
21	MARTINI GLASSES
9	SHOT GLASSES
10	SPIRIT OF OREGON MUGS
219	WATER GLASSES
175	COFFEE CUPS
105	HOT COCOA MUG
140	SHORT GLASSES
153	CHIMNEY GLASSES
71	CONDIMENT HOLDERS
60	SALT SHAKERS
58	PEPPER SHAKERS
246	SMALL SPOONS
20	LARGE SPOONS
349	SMALL FORKS
229	LARGE FORKS
133	STEAK KNIVES
226	KNIVES
250	BUTTER KNIVES
259	APPETIZER FORKS
2	PARING KNIVES
3	BOTTLE OPENER
1	BRANDY GLASS
42	CLEAR LEAF PLATES
99	BREAD PLATES
75	SMALL CLEAR PLATES
452	SMALL WHITE PLATES
47	WOODEN SALAD BOWLS
5	SMALL TRAYS
3	METAL LIDS (FOR LIQUID WARMERS)
28	HOT COFFEE PITCHERS
27	WATER PITCHERS
2	MCKINLEY EXPLORER MUGS
220	DESSERT GLASSES
2	ICE SCOOPS
5	METAL LIDS
1	POUR SPOUT LID

2	MEASURING CUP
5	CLEAR GLASS BOWLS
1	WHITE SOUP CUP
6	NO SLIP SERVING TRAYS
3	LEAF SHAPED BISCUIT PLATES
18	SALAD BOWLS
138	MEDIUM ROUND PLATES
1	SMALL METAL BOWL
1	STAINLESS STEEL FROTHING MUG
1	ESPRESSO BEAN HOLDER
1	BOWL
5	BAR UTENSILS
12	TALL PLASTIC DRINK POURERS
5	SHORT PLASTIC DRINK POURERS
16	TONGS
217	LARGE PLATES
17	SMALL WHITE BOWLS
9	SMALL CLEAR BOWLS
96	MEDIUM WHITE PLATES
66	SMALL SAUCE HOLDERS
34	LARGE SAUCE HOLDERS
5	SLOTTED SPOONS
1	CASE APOTHECARY JARS
14	MEDIUM COOKIE SHEETS
27	LARGE COOKIE SHEETS
1	LARGE MIXING BOWL
2	MEDIUM MIXING BOWLS
1	SMALL MIXING BOWL

FOOD

3+11EA	BOYDS COFFEE (DECAF)
6	PACKS COFFEE (REG)
1	CASE SWEET-N-LOW
6	BOXES COCOA
1 1/4	SEASONING SALT
2	CASE JELLY
2	GARLIC SALT (36 OZ)
6	CANS SODA
3	CO2 TANK
1	5 LB BAG ESPRESSO BEANS (OPEN)
1	CINNAMON STICKS (6 OZ)
1	JAR COCKTAIL ONIONS
3	JAR CELERY SALT
1	JAR WHOLE CLOVES
1	SEASONING SALT SHAKER
3	2.5 GALLONS WATER
2	JARS LEA & PERRINS
3	JARS TABASCO SAUCE
9	PACKAGES CRACKERS
1	5 OZ CAN CRANBERRY SAUCE
1	BOX ORANGE MUFFIN MIX
7	CANS PAN COATING
1	GALLON PEPPEROCINI PEPPERS
1	GALLON OLIVE OIL
20	BOXES BROWN SUGAR
4	GALLONS SALAD OIL
10	6 OZ CANS GRAPEFRUIT JUICE
1	CASE OREGON TRAIL CABERNET
5	WHITE CLASSIC SAUCE MIX
1	TUBE SEAFOOD SEASONING
1	BAG CHICKEN GRAVY (6.6 OZ)
6	14 OZ CHICKEN GRAVY
6	32 OZ MELBA SAUCE
27+115 EA	BOXES TEA BAGS
1	32 OZ SEASONING SALT
1	36 OZ ONION SALT
2	36 OZ POPPY SEED
2	36 OZ WHITE PEPPER
1	36 OZ CINNAMON STICKS
1	36 OZ PAPRKA

1	36 OZ GROUND CLOVE
1	36 OZ LEMON PEEL
1	36 OZ CAYENNE PEPPER
2	36 OZ DILL WEED
1	36 OZ RED PEPPER
1	36 OZ CINNAMON
1	36 OZ GROUND GINGER
1	36 OZ OREGANO LEAVES
1	36 OZ THYME
1	36 OZ DILL SEED
1	36 OZ BASIL LEAVES
1/2	CASE CRANBERRY JUICE
3 1/2	GALLONS WHIRL (BUTTER TASTE FRYING SAUCE)
2 1/2	BOX BLUEBERRY MUFFIN MIX
1	5 OZ CAN BABY CORN

KITCHEN

1	BAG TO GO CONTAINERS
7	BOXES NAPKINS
2	LARGE COFFEE MAKERS
10	LIQUID SAUCE HEATERS
1	ESPRESSO MACHINE
1	COFFEE GRINDER
2	TOASTMASTER WARMER
3	LARGE PEPPERCORN GRINDERS
2	LARGE REFRIGERATORS
1	METAL REFRIGERATOR CONTAINER
7	BOTTLE PEACH REPELLANT
1	CAN ORANGE SCENT
5	CHAMBRAY FOOD WARMER
2	BLODGETT OVENS
1	METAL WARMERS
22	MUFFIN PANS
3	LARGE COOKIE SHEETS
1	1 QUART SALT HOLDER
1	LARGE SALT HOLDER
3	CANS SLIVERED ALMONDS
1	GOLD-N-SWEET PAN COATING
1	CONCENTRATED PAN COATING
2	SCALE
1	FUNNEL
2	BOXES STRAWS
36	LARGE METAL LIDS
1	BLENDER
1	BLACK COFFEE POT
1	RED POT
1	CINNAMON SHAKER
1	LARGE SQUARE WARMER PAN
1	SMALL RECTANGULAR METAL PANS
9	LADLES
10	LARGE RECTANGULAR PANS
2	VINYL APRONS
2	LARGE COOKING POTS
3	LARGE COOKING POTS
3	STRAINERS
8	SMALL FRYING PANS

1	KNIFE SHARPENER
1	STEAK FORK
6	BIG KNIVES
1	LARGE CAN HOLDER
1	WALL DISHWASHING DETERGENT
2	METAL MEASURERS
3	CLEAR MEASURERS
1	BLACK FUNNEL
1	CLEAR SCOOP
5	STIRRING SPATULAS
6	LARGE SLOTTED SPOONS
4	EGG TIMERS
2	GRIDDLE SCRAPERS
2	HAND CAN OPENER
1	METAL MEASURING CUP
13	METAL SPATULAS
3	PUNCH BOWLS
2	LARGE SALAD BOWLS
1	MEASURING PITCHER
5	ICE CREAM SCOOPS
1	SET OF 4 MEASURING SPOONS
2	BASTING BRUSHES
1	PLASTIC LADLE
1	CAN OPENER
1	CUTTING BOARD
1	SKIN PEELER
1	METAL POUR SPOUT
40	WHITE TOWELS
5	SMALL DEEP RECTANGULAR PANS
7	LARGE SHALLOW RECTANGULAR PANS
6	LARGE KITCHEN SOUP WARMERS
4	LARGE BURNERS
1	LARGE GRIDDLE
1	MICROWAVE
1	GRILL BRICK

GIFT SHOP

1	LADDER SHELF
3	CASEY JONES BOOKS
78	TRAIN WHISTLES
3	OREGON PACIFIC EASTERN RR MUGS
3	PRESIDENTS SEAL LIP MUGS
1	KIDDER MANSION MUG
7	AMERICA BY RAIL VOLUME 1
3	AMERICA BY RAIL THE WEST COAST
3	CHOO CHOO CHRISTMAS
2	GHOST TRAIN
1	MT. RAINIER SCENIC RR
2	MUSICAL SNOW GLOBES
6	RR CROSSING BLINKING PINS
26	MISC PINS ON CARD
15	COLORING PLACEMATS
12	TRAIN PLACEMATS
15	OLD RAILROAD RECEIPTS
4	LICENSE PLATE FRAMES
7	JOKE WARNING SIGNS
19	BUMPER STICKERS
21	SOUVENIR TILES
1	BIG DISPLAY BASKET
1	SMALL DISPLAY BASKET
1	JOKE SIGN
5	MINI AMERICAN FLAGS
3	PIG CUTTING BOARDS
8	CONDUCTOR BELLS
4	BREAD WALL HANGINGS
4	UMBRELLAS
2	METAL SIGNS
5	RECIPE TRAIN NOTE PADS
1	MEDIUM WICKER BASKET
2	OSHKOSH DOGS
4	NO SMOKING SIGNS
4	RESTROOM SIGNS
5	CLICKETY CLACK NOTE PADS
22	BLINKING TRAIN BUTTONS

1	JELLY BELLY DISPENSER
21	MAGNETS
10	TRAIN SNOW GLOBES
3	BRASS TRAIN KEYCHAINS
6	PACKS CREDIT CARD SLIPS
2	DIESELS, DIESELS, DIESELS
2	STEAM ALIVE
1	STEAM ENGINEER
1	ALASKA RR
2	GRANDPA WORKED ON THE RAILROAD
2	I WANNA BE AN ENGINEER
1	THUNDER ON THE RAILS
1	WOODEN AMERICAN FLAG
2	WOODEN PLAQUES
2	CERAMIC TOOTHPICK HOLDERS
1	PLASTIC TRAIN KEYCHAIN
3	CLINTON JOKE BOOK
1	YES, WE'RE OPEN SIGN
19	SHINY TIME STATION
2	POSTCARD HOLDERS

EXHIBIT A
12-15-97